



State of Arizona

Department of Education

Invitation For Bid

Cover Page

Solicitation Number: ED09-0021

Solicitation Due Date / Time: February 05, 2009 at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Contracts Management Unit/3rd Floor
Attn: Rebecca Bramer, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007

Description of Procurement: Printing of State Report Cards

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Procurement Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Rebecca Bramer
Procurement Officer

602-364-2517
Telephone Number

January 15, 2009
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

The Undersigned additionally certifies that the offeror does not have scrutinized business operations in either the Sudan (A.R.S. 35-391(6)) or Iran (A.R.S. 35-393(6)).

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s);
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated.

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated, _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED09-0021.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2009

Douglas C. Peeples, CPPB, CPCP
Chief Procurement Officer

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ARIZONA DEPARTMENT OF EDUCATION
Contract Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

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SECTION 1 SPECIFICATIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

Arizona State Report Cards (Option 1)

Quantity 1,030,000 **Printers will only be allowed plus or minus 1%**

Page Count – 32 pages plus cover

Size – 5 3/8" x 8 1/4"

Cover Paper – 70# gloss book

Text Paper – 35# 75 Bright - High Bright

Cover Ink – 4 color process no bleed (4/0)

Text Ink – Black ink all pages

Bindery – Saddle stitch on 8-1/4" side

Packaging – Carton pack, on pallets 36" x 48" (Must be able to pass through a 37" wide door)

Art work – All files provided by ADE on disk

Arizona State Report Cards (Option 2)

Quantity 1,030,000 **Printers will only be allowed plus or minus 1%**

Page Count – 32 pages plus cover

Size – 8-1/4" x 10-3/4"

Cover Paper – 70# gloss book

Text Paper – 35# 75 Bright - High Bright

Cover Ink – 4 color process no bleed (4/0)

Text Ink – Black ink all pages

Bindery – Saddle stitch on 10-3/4" side

Packaging – Carton pack, on pallets 36" x 48" (Must be able to pass through a 37" wide door)

Art work – All files provided by ADE on disk

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

2. **Indemnification**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3. **Insurance Requirements:**

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000
2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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 - a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

 - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person identified in paragraph 15 of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. Approval: Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply

- 4. Inclusive Offeror:** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 5. Non-exclusive Status:** ADE reserves the right to have the same or similar services provided by other than the Contractor.
- 6. Contractor's Warranty:**
- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
 - B. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

7. **Shipping Terms:** Bid price(s) and terms shall be F.O.B. Destination at:
- Arizona Department of Education
1535 West Jefferson Street
Phoenix, Arizona 85009
8. **Delivery and Installation:**
- A. Delivery shall be made in three equal shipments. Delivery dates must be coordinated with the Central Distribution Manager.
- B. Deliveries shall be delivered between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except on State recognized holidays Materials shall be unloaded onto the delivery dock. *Invoices are to be sent to a separate address, see Paragraph 12 below.* Pallet size **NOT TO EXCEED 36" x 48"**.
9. **Acceptance:** Each item delivered will be subject to a complete inspection by ADE prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.
10. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.
11. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**
- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
12. **Payments:**
- A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
- (1) Name and address of the Contractor.
- (2) Invoice date.

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
- (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (8) Any other information or documentation required by the Contract (such as evidence of shipment).

B. Submit invoices to the following address:

Arizona Department of Education
Accounting, Bin #1
1535 West Jefferson Street
Phoenix, Arizona 85007

13. Vendor Contract Administration.

- A. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.
- B. Contractor representative to contact for contract administration purposes:

(Company Name)

(Name and Title)

(Street Address)

(Street Address)

(City & State) (Zip Code)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-Mail Address)

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

14. ADE Contract Administration.

- A. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)
- B. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Mark Flores, Duplication Services Manager
1535 W. Jefferson St. Bin #49
Phoenix, Arizona 85007
602-542-0234
Mark.Flores@azed.gov

Rebecca Bramer
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-Mail: **Rebecca.Bramer@azed.gov**

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. **Uniform Terms and Conditions Version 7.0:**

Version 7.0 of the State of Arizona’s Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror’s responsibility to obtain the current revision of the documents***

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

1. **Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer.
 - A. Offer and Award Form;
 - B. Attachment 6.1, Prices;
 - C. Attachment 6.2, Offeror’s References
 - D. Attachment 6.3, Sole Proprietor Waiver
 - E. Attachment 6.4, State of Arizona Substitute W-9 & Vendor Authorization Form
 - F. Solicitation Amendments (if any);
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Offer Evaluation.** In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of a contract shall be made to the lowest responsive and responsible offeror whose offer conforms in all material respects of the requirements and criteria set forth in this Solicitation.
5. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
6. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure

<p style="text-align: center;">SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF EDUCATION Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007</p> <p style="text-align: center;">SOLICITATION NO. ED08-0031</p>

or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

Version 7

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. "*Days*" means calendar days unless otherwise specified.
 - E. "*Exhibit*" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - F. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - G. "*Offer*" means bid, proposal or quotation.
 - H. "*Offeror*" means a vendor who responds to a Solicitation.
 - I. "*Procurement Officer*" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - K. "*Solicitation Amendment*" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. **Uniform Instructions to Offerors Version 7.1:**

Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. *It is the Offeror's responsibility to obtain the current revision of the documents.*

ATTACHMENT 6.1
PRICES/DELIVERY SCHEDULE

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED08-0031

The following prices are for printing and delivery of State Report Cards in accordance to specifications as detailed on Page 3 of this Invitation for Bid. Total quantity of books is 1,030,000 (2 Options). The following prices are listed for each Option as per specifications.

**ONE SAMPLE EACH OF TEXT ON 35 # 75 BRIGHT HIGHLIGHT MUST BE
SUBMITTED WITH THIS RESPONSE**

All Options must be completed for your response to be considered complete.

Printing Option ONE:

<u>1,030,000</u> Printing State Report Cards in accordance with listed specifications (<i>page 3</i>)	Subtotal \$	_____
(TEXT 35# 75 Bright Highlight)	_____ %* Arizona Sales Tax, State and City*	\$ _____
	Delivery Charges	\$ _____
	Total Offer	\$ _____

Printing Option TWO:

<u>1,030,000</u> Printing State Report Cards in accordance with listed specifications (<i>page 3</i>)	Subtotal \$	_____
(TEXT 35# 75 Bright Highlight)	_____ %* Arizona Sales Tax, State and City*	\$ _____
	Delivery Charges	\$ _____
	Total Offer	\$ _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
2.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
3.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____

ATTACHMENT 6.3



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____

Social Security Number: _____ Telephone #: _____

Street Address/P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Signature of
Sole Proprietor:

Date:

Agency: Arizona Department of Education Agency #: 455

Signature of Agency

Contract Administrator:

Date:

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.4

State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.


See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



Type of Request (Must select at least ONE) <input type="radio"/> New Request <input type="radio"/> New Location (Additional Mail Code) <input type="radio"/> Change (Select the type(s) of change from the following:				<input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator			
<input type="checkbox"/> Main Address <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact Information							
Taxpayer Identification Number (TIN) (Provide ONE Only) Social Security Number (SSN) _____ OR Federal Employer Identification Number (FEIN) _____							
Entity Type (Must select one of the following (Coding (X#) is for internal purposes only) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) <input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN _____ </div> <div style="width: 50%;"> <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A) </div> <div style="width: 50%;"> <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> LLC, PLLC organized as corporation providing health care, medical or legal services (5M) </div> <div style="width: 50%;"> <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5Q) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) </div> <div style="width: 50%;"> <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> Other: Tax Reportable Entity (5P) Description _____ </div> <div style="width: 50%;"> <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G) <input type="radio"/> Other: Tax Exempt Entity (5H) </div> </div>							
Entity Name (Must Provide Legal Name) Legal Name* _____							
*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.							
Main Address (Where tax information and general correspondence is to be mailed) DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____				Remittance Address (Where payment is to be mailed) <input type="checkbox"/> Same as Main DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____			
Minority Business Indicator (Must select one of the following (Coding (X#) is for internal purposes only) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="radio"/> Small Business (01) <input type="radio"/> Small Business- African American (23) <input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Small Business- Native American (27) <input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Small, Woman Owned Business- Asian (30) </div> <div style="width: 33%;"> <input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Woman Owned Business- Other Minority (08) </div> <div style="width: 33%;"> <input type="radio"/> Minority Owned Business- African American (04) <input type="radio"/> Minority Owned Business- Asian (32) <input type="radio"/> Minority Owned Business- Hispanic (74) <input type="radio"/> Minority Owned Business- Native American (15) <input type="radio"/> Minority Owned Business- Other Minority (02) <input type="radio"/> Non-Profit, IRC §501(c) (88) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00) <input type="radio"/> Individual, Non-Business (00) </div> </div>							
Vendor Contact Information Name _____ Title _____ Phone # _____ Ext. _____ Fax _____ Email _____							
Certification <input type="checkbox"/> Exempt from backup withholding Under Penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. <u>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</u>							
Signature _____		Title _____		Date _____			
STATE OF ARIZONA AGENCY USE ONLY				VENDOR: DO NOT WRITE BELOW THIS LINE			
Agency Authorization: Print Name _____		Signature _____		Title _____			
AGY _____	Phone # _____	Email _____		Date _____			
STATE OF ARIZONA GAO USE ONLY				VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE			
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	Vendor Number _____	Processed by _____	Date Processed _____			
<input type="checkbox"/> HRIS	<input type="checkbox"/> GAO-03	<input type="checkbox"/> Other					

GAO-W-9 Revised 11/06/2007

EXHIBIT 7.1

		CERTIFICATE OF INSURANCE CONTRACT NO. ED09-0021 VENDOR:		ARIZONA DEPARTMENT OF EDUCATION PROCUREMENT UNIT 1535 WEST JEFFERSON, Bin 37 PHOENIX, ARIZONA 85007 (602) 542-6537	
<p>PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.</p>					
NAME AND ADDRESS OF INSURANCE AGENCY:		COMPANY LETTER	COMPANIES AFFORDING COVERAGE:		
		A			
		B			
NAME AND ADDRESS OF INSURED:		C			
		D			
LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY:			COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FROM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
PER PERSON	\$ _____				
EACH OCCURRENCE	\$ _____				
PROPERTY DAMAGE	\$ _____				
OR	_____				
BODILY INJURY	\$ _____				
AND					
PROPERTY DAMAGE					
COMBINED					
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$ _____		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRED, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____		
			_____ AUTHORIZED REPRESENTATIVE		